

TUSCALOOSA COUNTY COMMISSION
MEETING
NOVEMBER 20, 2013

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge W. Hardy McCollum presiding as Chairman. The following members were present:

Stan Acker
Jerry Tingle
Bobby Miller
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize payment of invoices to Almon Associates, Burk-Kleinpeter and Sentell Engineering for the following bridge replacement projects:

Traweek Road over Binion Creek \$890.00
Malone Creek Road over Malone Mill Creek \$740.00
Holman Church Road \$6,000.00
Old Fayette Road over Barbee Creek \$23,000.00

Exhibit 11-1, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize approval of an agreement with the Alabama Department of Transportation for the Federal Aid Rail/Highway Crossing Improvement Project near Abernant, Milldale Road. The agreement is for Maintenance of Pavement Markings and Signs. There will be no cost to Tuscaloosa County associated with this project. All funding will be derived from federal aid monies.

Exhibit 11-2, Page

Chairman McCollum brought up for discussion the increasing number of calls received from citizens regarding flood plain issues and directed County Engineer Bobby Hagler to prepare a short briefing to present to the Commission at our next meeting.

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to accept the low bids for the Lake Retreat and Deer Chase Water Extension Projects, (as recommended by the Project Engineer for Citizens' Water System, the Cassady Company, Inc.), and award the contracts for construction, with a total cost to the County of \$361,943.00.

Lake Retreat Extension

CaMar Construction Company, Inc.

Deer Chase Extension

Singleton Excavating, Inc.

Exhibit 11-3, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve the contract with McGiffert and Associates to perform all of the preliminary engineering, design, construction and inspection on the Holt Community Sewer Project.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve the execution by the Chairman of the agreement for the Will Walker Road Reconstruction Project.

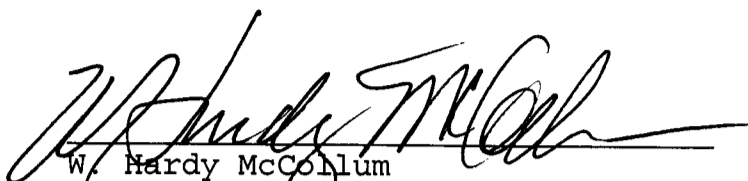
Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for October 2013.


Exhibit 11-4, Page

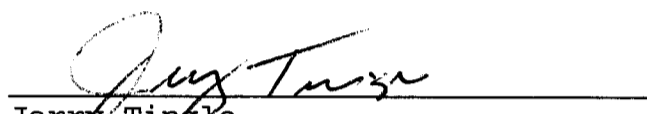
Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve transfer of \$43,750.00 to PARA for Abernant Park Playground Equipment, inclusive of closing costs, (attorney fees), associated with purchase of property for Abernant Park.

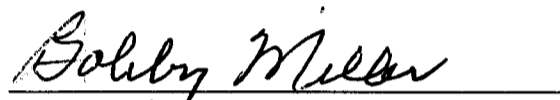
Exhibit 11-5, Page

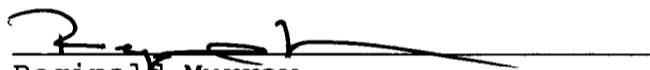
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, December 4, 2013.


W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission


Stan Acker
Commissioner - District I


Jerry Tingle
Commissioner - District II


Bobby Miller
Commissioner - District III


Reginald Murray
Commissioner - District IV



PO Drawer 2729
 Tuscaloosa, AL 35403
 205-349-2100

Tuscaloosa County Department of Public Works
 2810 35th St.
 Tuscaloosa, AL 35401

Invoice number 00006
 Date 10/31/2013

Project 2012309 TUSCALOOSA COUNTY
 TRAWEEK ROAD BRIDGE OVER BINION
 CREEK REPLACEMENT

For Professional Services from October 1, 2013 through October 31, 2013

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Survey				
Deign Topographic Survey	4,200.00	4,200.00	4,200.00	0.00
Property Survey, Tract Sketches and Legal Descriptions	2,850.00	285.00	285.00	0.00
Subtotal	7,050.00	4,485.00	4,485.00	0.00
Structural				
Bridge Structural Design	37,000.00	0.00	0.00	0.00
Transportation				
Roadway Geometry and Approach Plans	17,800.00	11,570.00	12,460.00	890.00
Categorical Exclusion Preparation Services	3,500.00	0.00	0.00	0.00
Utility Coordination Services	1,900.00	0.00	0.00	0.00
Geotechnical Engineering	18,400.00	0.00	0.00	0.00
Additional Geotech, if 3 span brige is required	3,700.00	0.00	0.00	0.00
Subtotal	45,300.00	11,570.00	12,460.00	890.00
Total	89,350.00	16,055.00	16,945.00	890.00

RECEIVED

NOV 12 2013

TUSCALOOSA COUNTY
 PUBLIC WORKS DEPARTMENT

Tuscaloosa County Department of Public Works

Project 2012309 TUSCALOOSA COUNTY TRAWEEK ROAD BRIDGE OVER BINION CREEK REPLACEMENT

Invoice number 00006


Date 10/31/2013

Invoice total **890.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00005	09/30/2013	2,000.00		2,000.00			
00006	10/31/2013	890.00	890.00				
	Total	2,890.00	890.00	2,000.00	0.00	0.00	0.00

Approved by:



JEREMY D. JONES
Associate

ACCOUNTS ARE DUE AND PAYABLE UPON RECEIPT OF INVOICE. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 ½ PERCENT PER MONTH BEGINNING 30 DAYS FROM DATE OF INVOICE, UNLESS STATED OTHERWISE IN OUR CONTRACT.



PO Drawer 2729
 Tuscaloosa, AL 35403
 205-349-2100

Tuscaloosa County Department of Public Works
 2810 35th St.
 Tuscaloosa, AL 35401

Invoice number 00006
 Date 10/31/2013

Project 2012131 TUSCALOOSA COUNTY
 MALONE CREEK ROAD BRIDGE OVER
 MALONE MILL CREEK

For Professional Services from October 1, 2013 through October 31, 2013

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Survey				
Deign Topographic Survey	5,200.00	5,200.00	5,200.00	0.00
Property Survey, Tract Sketches and Legal Descriptions	2,850.00	285.00	285.00	0.00
Additional Topographic Survey, if roadway realignment is required	1,850.00	0.00	0.00	0.00
Subtotal	9,900.00	5,485.00	5,485.00	0.00
Structural				
Bridge Structural Design	37,000.00	0.00	0.00	0.00
Transportation				
Roadway Geometry and Approach Plans	18,500.00	12,950.00	13,690.00	740.00
Categorical Exclusion Preparation Services	3,500.00	0.00	0.00	0.00
Utility Coordination Services	1,200.00	0.00	0.00	0.00
Geotechnical Engineering	21,300.00	0.00	0.00	0.00
Additional Geotech, if 3 span brige is required	3,700.00	0.00	0.00	0.00
Subtotal	48,200.00	12,950.00	13,690.00	740.00
Total	95,100.00	18,435.00	19,175.00	740.00

RECEIVED

NOV 12 2013

TUSCALOOSA COUNTY
 PUBLIC WORKS DEPARTMENT

Tuscaloosa County Department of Public Works

Project 2012131 TUSCALOOSA COUNTY MALONE CREEK ROAD BRIDGE OVER MALONE MILL CREEK

Invoice number 00006

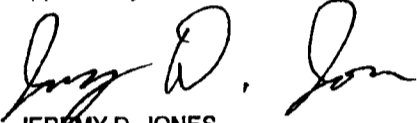
Date 10/31/2013

Invoice total **740.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00005	09/30/2013	3,700.00		3,700.00			
00006	10/31/2013	740.00	740.00				
	Total	4,440.00	740.00	3,700.00	0.00	0.00	0.00

Approved by:



JEREMY D. JONES

Associate

ACCOUNTS ARE DUE AND PAYABLE UPON RECEIPT OF INVOICE. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 ¼ PERCENT PER MONTH BEGINNING 30 DAYS FROM DATE OF INVOICE, UNLESS STATED OTHERWISE IN OUR CONTRACT.

BURK-KLEINPETER, INC.
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

CHAIRMAN OF THE BOARD
WM. R. "BIFF" BURK, III, PE

ASSOCIATES
DAVID S. HARGROVE, PE
CRAIG P. WILLIAMS, PE

WILLIAM R. BURK, JR., 1912-1986

600 LURLEEN WALLACE BLVD, SUITE 180
TUSCALOOSA, AL 35401-9166
TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COM



OVER 100 YEARS OF SERVICE

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

REGIONAL VICE PRESIDENT - AL
O. JEFFREY WOOD, PE

VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE

August 31, 2013

Bobby Hagler, P.E.
Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, AL 35401

RE: Holman Church Road Bridge Replacement
Client Number 252
Invoice #5
BKI Job No. Tu.13.013-01

For professional services rendered on the referenced project through the month of August 2013.

PAYMENT REQUEST NO. 5

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$57,500.00	89%	\$ 51,000.00	\$ 6,000.00
SURVEY SERVICES	\$8,500.00	100%	\$ 8,500.00	\$ -
GEOTECHNICAL SERVICES	\$ 22,950.00	33%	\$ 7,466.00	\$ -
	<u>\$88,950.00</u>		<u>\$ 66,966.00</u>	<u>\$ 6,000.00</u>

PREVIOUSLY INVOICED: \$ (60,966.00)
AMOUNT DUE: \$ 6,000.00

BKI INVOICE: 53349
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NOV 13 2013

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT





Bob Riley
Governor

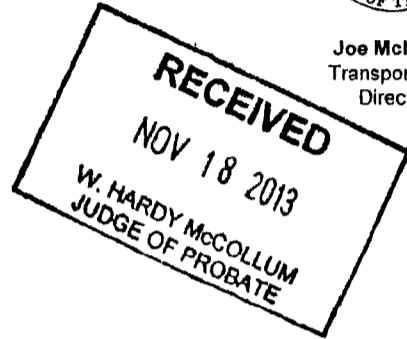
ALABAMA DEPARTMENT OF TRANSPORTATION

FIFTH DIVISION
OFFICE OF THE DIVISION ENGINEER
2715 East Skyland Boulevard
P. O. Box 70070, Tuscaloosa, Alabama 35407
Telephone: 205-553-7030
Fax: 205-556-0900



Joe McInnes
Transportation
Director

November 13, 2013



Honorable W. Hardy McCollum
Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, AL 35401

Re: Project No. RHCH-RR13 (912), CPMS Ref #100061331,
Railroad Crossing Improvements Ref #1270 (XIV-R) at CSXT RR &
Milldale Road near Abernant
Tuscaloosa County

Dear Judge McCollum:

One original and one copy of the Maintenance Agreement between the State of Alabama and the County of Tuscaloosa are enclosed for the above-referenced project. Please review the agreement and, if in order, execute the original agreement (and copy) with original signatures and the County seal.

A certified resolution affixed with the County seal should be included with both the original agreement and the copy. Return original agreement and copy to this office for further handling.

For additional information, please contact this office at (205) 554-3244.

Sincerely,

L. Dee Rowe
Division Engineer

S. Brad Darden
Assistant Division Engineer-
Pre-construction

LDR/SBD/rajc
Enclosures
cc: File

REVISED 05/29/2013

RESOLUTION NUMBER _____

BE IT RESOLVED, by the Tuscaloosa County Commission as follows:

1. That Tuscaloosa County, Alabama, enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for: including maintenance responsibilities of the County.

Which Agreement is before this Commission.

2. That the agreement be executed in the name of the County, for and on its behalf by the Chairman of the County Commission.

3. That the signature of the Chairman be attested by the County Clerk and that the seal of the County be affixed to the agreement.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on record by the County Clerk.

Passed, adopted, and approved this 20th day of November, 20 13

WITNESS BY:

M. L. Vines
County Clerk

W. H. McCall
Chairman, Tuscaloosa County Commission

I, the undersigned qualified and acting clerk of Tuscaloosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the County Commission named therein, at a regular meeting of such Commission held on the 20th day of November, 2013 and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 20th day of November, 20 13

M. L. Vines
County Clerk

REVISED 05/29/2013

Project No. RHCH-RR13(912)
DOT No. 351-962G
Ref. No. 1270 (XIV-R)
County Tuscaloosa
Town or City Near Abernant
Street/Road Milldate Road

Alabama Department of Transportation

Federal Aid Rail/Highway Crossing

Improvement Project

Agreement for Maintenance of Pavement Markings and Signs

This Agreement is made and entered into by and between the State of Alabama acting by and through the Alabama Department of Transportation, (hereinafter referred to as the State), and the County of Tuscaloosa, Alabama (hereinafter referred to as the City).

WITNESSETH:

WHEREAS, there are Federal Section 130 funds which will assist the State in 100 percent of the expenses incurred in implementation of signs, markings and legends for this project.

NOW THEREFORE, the parties hereto agree as follows:

1. One hundred percent of the cost of construction of this project shall be paid for with federal-aid funds. The STATE will not be liable for any Funds under this Agreement.
2. A final inspection shall be made by the State after all work items have been completed.
3. The State will keep all records and documents pertaining to the project in suitable manner for audit for three years from the date of final payment in accordance with Federal Highway Administration Policies and Procedures. (Federal-Aid Policy Guide 23 CFR Section 140.922).

REVISED 05/29/2013

4. Upon completion and acceptance of this project, the County will maintain all signs, markings and legends in satisfactory condition in accordance with the requirements of the STATE as outlined in the latest edition of the National Manual on Uniform Traffic Control Devices.
5. The State shall not be responsible for the maintenance of signs, markings or legends once they are installed under this project.
6. By entering into this agreement, the City, County or Town is not an agent of the State, its officers, employees, agents or assigns. The City, County or Town is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
7. The CITY (or County) will be responsible at all times for all of the work performed under this agreement and, the City (or County) will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities and their agents and/or assigns, from and against any and all action, damages, claims, loss liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement.
8. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
9. Exhibit "M" and "N" are attached hereto as a part of this agreement.

REVISED 05/29/2013

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval by the Governor of Alabama.

WITNESS BY:

City of Tuscaloosa, Alabama

BY: _____
City Clerk (Signature)

BY: _____
Mayor (Signature)

Type Name of Clerk

Type Name of Mayor

APPROVED AS TO FORM:

BY: _____
Jim R. Ippolito, Jr.
Chief Counsel
Alabama Department of Transportation

RECOMMENDED APPROVED:

BY: _____
Division Engineer

Type Name of Division Engineer

BY: _____
Robert J. Jilla,
Multimodal Transportation Engineer

By: _____
Ronald L. Baldwin, P. E.
Chief Engineer

STATE OF ALABAMA, Acting by and through
the Alabama Department of Transportation

BY: _____
Transportation Director

The within and foregoing AGREEMENT is hereby approved on the _____ day of _____,
20____.

BY: _____
Governor of Alabama

7/18/90

EXHIBIT "M"

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the respective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title, 31, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000.00, and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT "N"

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void.

ALTERNATIVE DISPUTE RESOLUTION

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

RESOLUTION NUMBER _____

BE IT RESOLVED, by the Tuscaloosa County Commission as follows:

1. That Tuscaloosa County, Alabama, enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for: including maintenance responsibilities of the County.

Which Agreement is before this Commission.

2. That the agreement be executed in the name of the County, for and on its behalf by the Chairman of the County Commission.

3. That the signature of the Chairman be attested by the County Clerk and that the seal of the County be affixed to the agreement.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on record by the County Clerk.

Passed, adopted, and approved this 20th day of November 20 13

WITNESS BY:

M. L. Uines
County Clerk

Andy McCall
Chairman, Tuscaloosa County Commission

I, the undersigned qualified and acting clerk of Tuscaloosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the County Commission named therein, at a regular meeting of such Commission held on the 20th day of November, 20 13 and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 20th day of November, 20 13

M. L. Uines
County Clerk

REVISED 05/29/2013

Project No. RHCH-RR13(912)
DOT No. 351-962G
Ref. No. 1270 (XIV-R)
County Tuscaloosa
Town or City Near Abernant
Street/Road Milldate Road

Alabama Department of Transportation

Federal Aid Rail/Highway Crossing

Improvement Project

Agreement for Maintenance of Pavement Markings and Signs

This Agreement is made and entered into by and between the State of Alabama acting by and through the Alabama Department of Transportation, (hereinafter referred to as the State), and the County of Tuscaloosa, Alabama (hereinafter referred to as the City).

WITNESSETH:

WHEREAS, there are Federal Section 130 funds which will assist the State in 100 percent of the expenses incurred in implementation of signs, markings and legends for this project.

NOW THEREFORE, the parties hereto agree as follows:

1. One hundred percent of the cost of construction of this project shall be paid for with federal-aid funds. The STATE will not be liable for any Funds under this Agreement.
2. A final inspection shall be made by the State after all work items have been completed.
3. The State will keep all records and documents pertaining to the project in suitable manner for audit for three years from the date of final payment in accordance with Federal Highway Administration Policies and Procedures. (Federal-Aid Policy Guide 23 CFR Section 140.922).

REVISED 05/29/2013

4. Upon completion and acceptance of this project, the County will maintain all signs, markings and legends in satisfactory condition in accordance with the requirements of the STATE as outlined in the latest edition of the National Manual on Uniform Traffic Control Devices.
5. The State shall not be responsible for the maintenance of signs, markings or legends once they are installed under this project.
6. By entering into this agreement, the City, County or Town is not an agent of the State, its officers, employees, agents or assigns. The City, County or Town is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
7. The CITY (or County) will be responsible at all times for all of the work performed under this agreement and, the City (or County) will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities and their agents and/or assigns, from and against any and all action, damages, claims, loss liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement.
8. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
9. Exhibit "M" and "N" are attached hereto as a part of this agreement.

REVISED 05/29/2013

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval by the Governor of Alabama.

WITNESS BY:

BY: M. L. Vines
County Clerk (Signature)

M. L. Vines
Type Name of Clerk

Tuscaloosa County, Alabama

BY: W. Hardy McCollum
Chairman (Signature)

W. Hardy McCollum
Type Name of Chairman

Tuscaloosa County Commission

APPROVED AS TO FORM:

BY: _____
Jim R. Ippolito, Jr.
Chief Counsel
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

BY: _____
Division Engineer

Type Name of Division Engineer

BY: _____
Robert J. Jilla,
Multimodal Transportation Engineer

By: _____
Ronald L. Baldwin, P. E.
Chief Engineer

STATE OF ALABAMA, Acting by and through
the Alabama Department of Transportation

BY: _____
Transportation Director

The within and foregoing AGREEMENT is hereby approved on the ____ day of _____,
20__.

BY: _____
Governor of Alabama

7/18/90

EXHIBIT "M"

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the respective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title, 31, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000.00, and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT "N"

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void.

ALTERNATIVE DISPUTE RESOLUTION

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING IMPROVEMENT

County TUSCALOOSA

Project No. RHCH-RR13 (912)

Ref. No. 1270 (XIV-R)

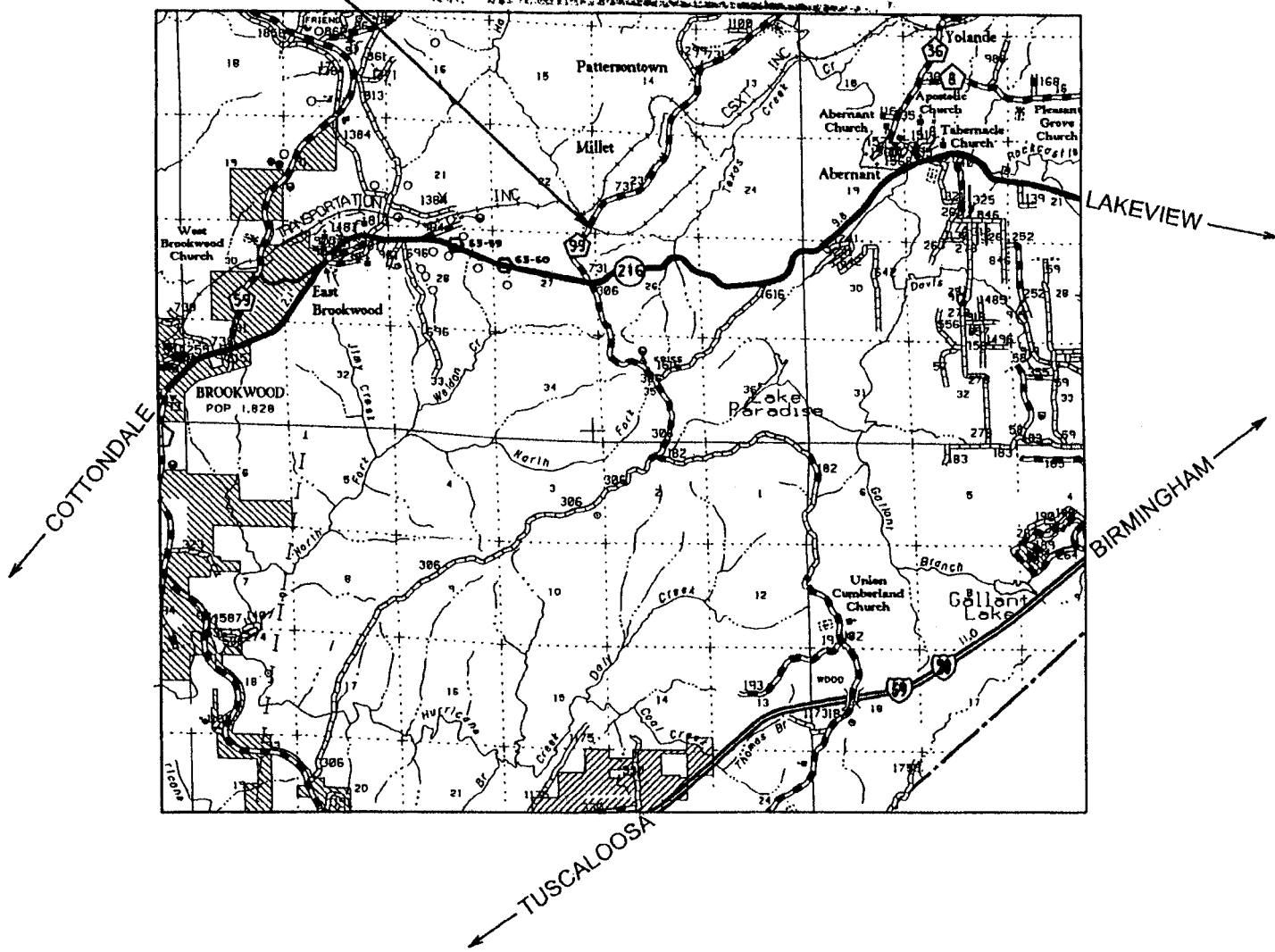
AAR/DOT No. 351-962G

Location RAILROAD CROSSING IMPROVEMENTS REF# 1270 (XIV-R) AT CSXT RR

& MILLDALE ROAD NEAR ABERNANT

THE ALABAMA DEPARTMENT OF
TRANSPORTATION DOES NOT GUARAN-
TEE OR WARRANT THE ACCURACY OF
THIS MAP

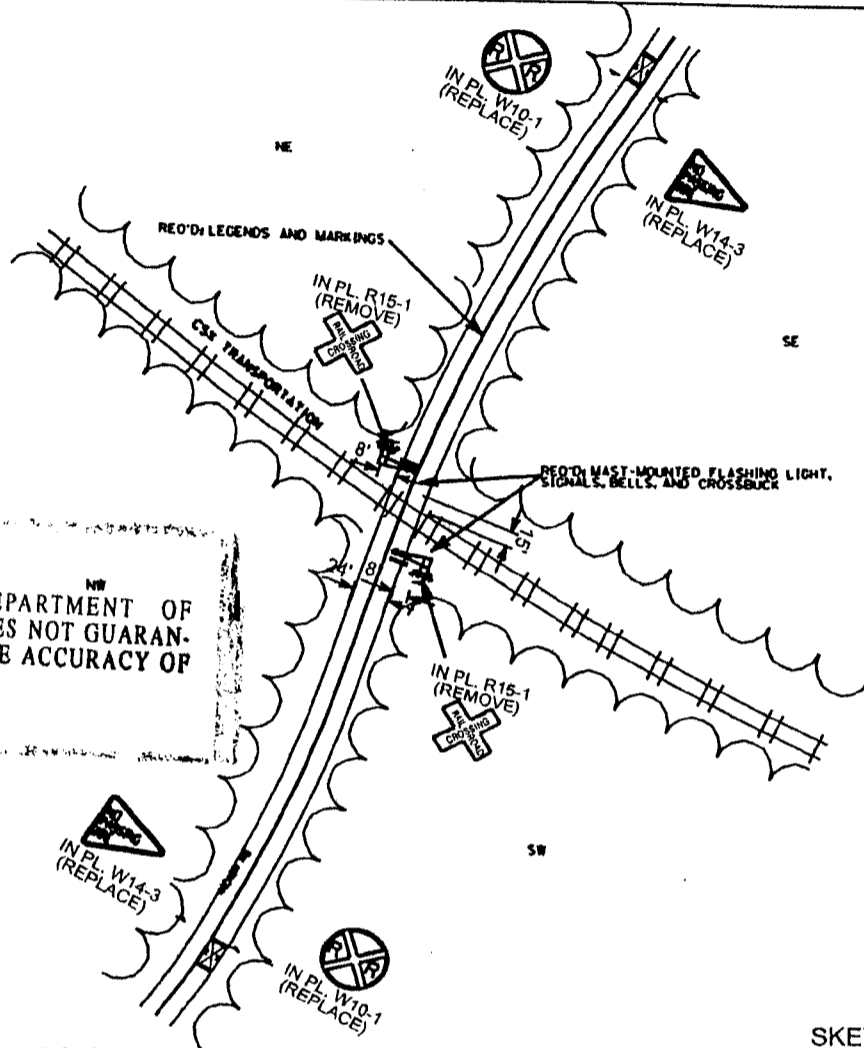
PROJECT
RR MP 425.62



DIVISION ENGINEER

CHIEF ENGINEER

TRANSPORTATION DIRECTOR



THE ALABAMA DEPARTMENT OF TRANSPORTATION DOES NOT GUARANTEE OR WARRANT THE ACCURACY OF THIS MAP.

NOTES:

SKETCH: NOT TO SCALE

1. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH ALABAMA STANDARD SPECIFICATIONS AND THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
2. THE RAILROAD IS RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION.
3. THE RAILROAD IS RESPONSIBLE FOR PROVIDING REQUIRED WORK ZONE TRAFFIC CONTROL IN ACCORDANCE WITH THE NATIONAL M.U.T.C.D.
4. THE INSTALLATION OF ADVANCE WARNING SIGNS, MARKINGS, AND LEGENDS WILL BE PERFORMED BY ALDOT

NO. & TYPE OF TRACKS: <u>1 MAIN</u>	DATE: <u>NOVEMBER 1, 2013</u>
EXISTING DEVICES: <u>2 CROSSBUCKS TO BE REMOVED BY THE RAILROAD</u>	PROJECT NO.: <u>RHCH-RR13 (912)</u>
	COUNTY: <u>TUSCALOOSA</u>
PROPOSED IMPROVEMENTS: <u>INSTALL 2 MAST-MOUNTED SIGNALS W/ 12" DEEP DISH LENSES, 2 BELLS, 2 GATES & GRADE CROSSING PREDICTORS AS DETERMINED BY THE RAILROAD</u>	LOCATION: <u>MILLDALE ROAD</u> <u>NEAR ABERNANT</u>
	RAILROAD: <u>CSXT RAILROAD</u>
SIGNING & MARKING REQUIREMENTS: <u>INSTALLATION OF ADVANCE WARNING SIGNS, MARKINGS,</u>	REF. NO. : <u>1270 (XIV-R)</u>
<u>LEGENDS AND STRIPING TO BE COMPLETED BY STATE FORCES</u>	R/R INV. NO.: <u>351-962G</u>

RECOMMENDATION

Accept the low bids for the Lake Retreat and Deer Chase Water Extension Projects, as recommended by the Project Engineer for Citizens' Water System, the Cassady Company, Inc., and award the contracts for construction to:

Project	Contractor	Bid Amount	County Funding
Lake Retreat Extension	CaMar Construction Company, Inc.	\$241,085.26	\$102,186.00
Deer Chase Extension	Singleton Excavating, Inc.	\$570,583.67	\$259,757.00

MONTH OF: OCTOBER, 2013

	FUND	CHECK NUMBERS	AMOUNT
001	GENERAL FUND	18445-18850	\$5,176,404.96
	SPECIAL SALES TAX	41-42	\$3,000,000.00
112	ROAD & BRIDGE	5474-5680	\$2,974,083.49
116	CAPITAL IMPROVEMENT		
117	RRR GAS TAX		
120	REAPPRAISAL		
160	COMMUNITY DEVELOP	2223-2251	\$167,238.08
710	PAYROLL-CHECKS	93467-93487	\$1,473,379.70
		56488-56607	\$113,304.45
	PAYROLL-DIR DEP	18645-19550	\$1,070,788.79
720	EXCESS LAND SALES	383-384	\$18,535.67
730	FIDUCIARY		
750	PISTOL PERMIT	7993-8041	\$65,933.39
780	E911	4884-4915	\$283,292.67
781	GAS TAX BONDING		
783	GENERAL LIABILITY		
783	WORKMEN'S COMP		
783	HEALTH INSURANCE	123	\$7,961.76
784	TAX COLL SPECIAL		
785	TAX ASSR SPECIAL		
786	MFG HOMES		
787	MOTOR VEH TRAINING		

\$14,350,922.96

CHECKED BY:



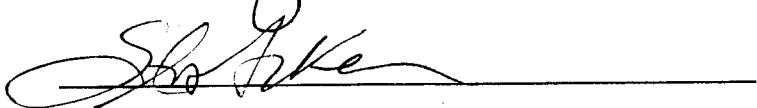
WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:


CHAIRMAN, W. HARDY MCCOLLUM



COMMISSIONER, STAN ACKER



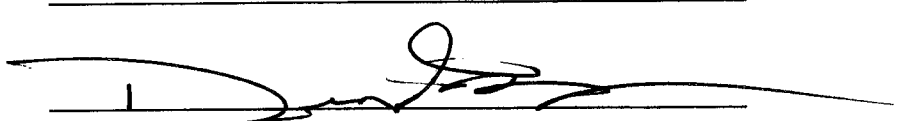
COMMISSIONER, JERRY TINGLE



COMMISSIONER, BOBBY MILLER



COMMISSIONER, REGINALD MURRAY



PROPOSAL FOR REVIEW, APPROVAL AND FUNDING OF
PUBLIC USE PROJECTS BY DISTRICT

Commission District: 2

Proposed Project Description: Abundant Playground Equipment:

\$43,500 to be paid to PANA - PANA to
pay Precision Playgrounds, 6440 Southpoint
Parkway Suite 300, Jacksonville, FL 32216

to pay \$250 to PANA for reimbursement
of closing cost for Abundant Park property
which was closed on 10/25/13

Funding Amount Required: total \$ 43,750⁰⁰

Commissioner Approval: [Signature] Date: 11/15/13

Legal Counsel Review: [Signature] Date: 11/20/13

Finance Director Review & Disbursement: [Signature] Date: 11-15-13